

**SERVICE AGREEMENT
BETWEEN
THE CITY OF LINCOLN AND
THE BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA
ON BEHALF OF THE COLLEGE OF DENTISTRY (UNMC)**

I. INTRODUCTION

This agreement is between the City of Lincoln, Nebraska (City), on behalf of the Lincoln-Lancaster County Health Department (LLCHD), for the clinical training of dental and dental hygiene students, and the Board of Regents of the University of Nebraska, a corporate body politic, by and on behalf of the College of Dentistry (UNMC), with a place of business at 40th and Holdrege Streets, Lincoln, NE 68583, and phone (402) 472-3285.

The clinical training for dentistry students, including dental hygiene students (Students), is a cooperative effort to provide field and clinical experiences in community health dentistry for students enrolled at UNMC. For the purposes of this Agreement, clinical training of students shall be called the Program.

II. SERVICES

The City and UNMC enter this Agreement for UNMC to:

- A. Utilize the facilities of LLCHD for a student rotation program for student observation, instruction, and clinical experience in a public health setting.
- B. Be responsible to LLCHD for the care of patients provided by the students during their clinical rotation and experience. The student shall be directly responsible to the attending dentist, who shall, in turn, be responsible to LLCHD for the dental care of the patient.
- C. Assume responsibility for the health and welfare of its students and employees.
- D. Require students to:
 - 1. Dress professionally as outlined in the Lincoln-Lancaster County Health Department, Community Health Services Division, Dress and Grooming Guidelines.
 - 2. Provide own transportation during the Program.
- E. The number of students and employees participating in the Program is to be negotiated based on the day of the week and room capacity of the student room at LLCHD. The number of students is to be negotiated and agreed upon before each term begins.
- F. It is understood that the Program at LLCHD will not interfere with the primary mission of the care and treatment of LLCHD's patients. UNMC shall require its students and faculty and employees to adhere to LLCHD's rules, regulations, policies, and procedures while on the premises.

The City and UNMC enter this Agreement for the City to:

- A. Provide a clinical rotation, supervised by a licensed dentist, to meet the student needs and objectives of the learning experience.

- B. Make available to students, UNMC faculty, and employees, upon request, copies of LLCHD clinical manuals, policies, and record forms.
- C. Provide an orientation on LLCHD policies and facility to students and UNMC faculty, and employees, as determined essential, to meet the objectives of the learning experience.
- D. Provide the supplies necessary in the clinical setting to achieve the objectives of the learning experience.
- E. LLCHD retains the right to terminate use of its facilities, equipment, or supplies by any student, faculty member or employee when a violation of LLCHD's rules, regulations, policies or procedures occurs. Such action normally shall not be taken until grievance against any student, faculty member, or employee has been discussed with the appropriate representative of UNMC. LLCHD reserves the right to take immediate action when necessary to maintain operation of its facilities free from interruption.

In addition, the City and UNMC mutually agree as follows:

- A. No student, faculty, or employee of UNMC shall be considered an employee of LLCHD or the City by reason of their participation in this Program.
- B. The details of this Program will be determined through mutual planning and agreement between UNMC and LLCHD.
- C. Students shall be directly responsible to UNMC faculty or employees for the care provided and responsible to LLCHD to operate within LLCHD policy and to provide quality care.

III. TERM

The term of this Agreement shall be for three years and shall commence July 1, 2008 and shall continue until completion of all of the obligations of this Agreement, but in no event longer than June 30, 2011.

IV. COMPENSATION

There shall be no additional compensation beyond the exchange of services by the City and UNMC.

V. TERMINATION FOR BREACH

Either party has the right to terminate this Agreement if the other party fails to perform as required in this Agreement. Termination rights under this section may be exercised only after the non-breaching party notifies the breaching party of the failure to perform in writing upon giving the other party thirty (30) days written notice.

VI. TERMINATION FOR CONVENIENCE

The City has the right to terminate this Agreement for any reason for its own convenience. If the City terminates this Agreement for convenience, the City shall provide UNMC with thirty (30) days written notice of the termination.

VII. TERMINATION FOR LACK OF FUNDING

The City may terminate this Agreement in whole or in part when funding is not lawfully available for expenditure or when sources of funding are terminated, suspended, reduced, or otherwise not forthcoming through no fault of the City. In the event of unavailability of funds to pay any amounts due under this Agreement, the City shall immediately notify UNMC and this Agreement shall terminate without penalty or expense to the City.

VIII. DUTIES GENERALLY

UNMC agrees as follows:

- A. To timely and professionally complete the services as described above, and to furnish their labor and pay all their own costs, including any taxes, required to complete their services.
- B. To furnish everything reasonably necessary to complete the services unless specifically provided otherwise in this Agreement.
- C. To apply for and obtain any and all necessary permits, certifications, licenses, variances, and approvals required by any applicable law or regulations that relate to the services.
- D. To conduct all activities related to the services in a lawful manner.
- E. Provide and perform all necessary labor in a professional and workmanlike manner and in accordance with the provisions of this Agreement.
- F. Provide only trained, qualified faculty, students, and employees to provide services. These faculty, students and employees shall be under the supervision of UNMC at all times.

IX. INDEPENDENT CONTRACTOR

The City is interested only in the results produced by this Agreement. UNMC has sole and exclusive charge and control of the manner and means of performance. UNMC shall perform as an independent contractor and it is expressly understood that neither UNMC nor any of its staff or students are employees of the City, and thus they are not entitled to any City benefits including, but not limited to, overtime, retirement benefits, worker's compensation, sick leave, or injury leave.

X. INSURANCE

- A. UNMC shall maintain General Liability Insurance at its own expense during the life of this Agreement, naming and protecting UNMC and the City, its officials, employees, and volunteers as insured, against claims for damages resulting from (a) all acts or omissions, (b) bodily injury, including wrongful death, (c) personal injury liability, and (d) property damage which may arise from operations under this Agreement whether such operations by UNMC and UNMC's employees, students, or those directly or indirectly employed by UNMC. The minimum acceptable limits of liability to be provided by such insurance shall be as follows:
 - 1. All Acts or Omissions - \$1,000,000 each Occurrence; \$2,000,000 Aggregate; and
 - 2. Bodily Injury/Property Damage - \$1,000,000 each Occurrence; \$2,000,000 Aggregate; and
 - 3. Personal Injury Damage - \$1,000,000 each Occurrence; and

4. Contractual Liability - \$1,000,000 each Occurrence; and
 5. Products Liability and Completed Operations - \$1,000,000 each Occurrence; and
 6. Medical Expenses (any one person) - \$10,000.
- B. UNMC shall maintain at its own expense during the life of this Agreement, the following:
1. Professional liability insurance or self-insurance coverage in the amount of \$500,000 per occurrence and \$1,000,000 in the annual aggregate and umbrella coverage extending such professional liability to an annual aggregate of not less than \$1,750,000 per occurrence and no limit on annual aggregate coverage through a combination of insurance and qualification under and participation in the Nebraska Hospital-Medical Liability Act covering UNMC, its employees and students for claims under the Nebraska Hospital-Medical Liability Act for bodily injury or death on account of alleged malpractice, professional negligence, failure to provide care, breach of contract or other claim based upon failure to obtain informed consent for an operation or treatment; and
 2. Professional liability insurance or self-insurance coverage in the amount of \$1,000,000 per occurrence and \$3,000,000 in the annual aggregate covering UNMC, its employees and students for claims not falling under the Nebraska Hospital-Medical Liability Act for bodily injury or death on account of alleged errors or omissions or negligent acts in the performance of professional services rendered or that should have been rendered.
- C. The following shall be provided and attached to this Agreement by UNMC:
1. A Certificate of Insurance for its General Liability Insurance and Professional Liability Insurance. The City shall be specifically named as an additional insured on the General Liability Insurance. UNMC may present evidence of equivalent self-insurance in place of a certificate of insurance for General Liability Insurance. The City shall be treated as an additional insured as if UNMC possessed General Liability Insurance.
 2. Proof of Workers' Compensation Insurance, where appropriate.
- D. UNMC is required to provide the City with thirty (30) days notice of cancellation, non-renewal or any material reduction of insurance as required by this Agreement. If UNMC obtains General Liability Insurance during the term of this Agreement, it shall add the City as an additional insured and provide a copy of the Certificate of Insurance naming the City as an additional insured. The Program Provider may present evidence of equivalent self-insurance in place of a certificate of insurance for General Liability Insurance. The City shall be treated as an additional insured as if the Program Provider possessed General Liability Insurance.

XI. INDEMNIFICATION

To the fullest extent permitted by law, UNMC shall indemnify, defend and hold harmless the City, its officers, agents, and employees from and against claims, damages, losses, and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of this Agreement, that results in any claim for damage whatsoever, including without limitation, any bodily injury, sickness, disease, death, or any injury to or destruction of tangible or intangible property, including any loss of use resulting therefrom that is caused in whole or in part by the intentional or negligent act or omission of UNMC, or UNMC's faculty, or UNMC's students, or anyone for whose acts any of them may be liable. This section will not require UNMC to

indemnify or hold harmless the City for any losses, claims, damages, and expenses arising out of or resulting from the sole negligence of the City. The City does not waive its governmental immunity by entering into this Agreement and fully retains all immunities and defenses provided by law. This section survives any termination of this Agreement.

XII. AUDIT PROVISION

UNMC shall be subject of audit pursuant to Chapter 4.66 of the Lincoln Municipal Code and shall make available to a contract auditor, as defined therein, copies of all financial and performance related records and materials germane to the Agreement, as allowed by law.

XIII. FAIR EMPLOYMENT

UNMC shall not discriminate against any employee (or applicant for employment) with respect to compensation, terms, advancement potential, conditions, or privileges of employment, because of such person's race, color, religion, sex, disability, national origin, ancestry, age, or marital status pursuant to the requirements of Lincoln Municipal Code Chapter 11.08, and *Neb. Rev. Stat. § 48-1122*, as amended.

XIV. FAIR LABOR STANDARDS

UNMC shall maintain Fair Labor Standards in the performance of this Agreement, as required by Chapter 73, Nebraska Revised Statutes, as amended.

XV. NEBRASKA LAW

This Agreement shall be governed and interpreted by the Laws of the State of Nebraska without reference to the principles of conflicts of law.

XVI. INTEGRATION, AMENDMENTS, ASSIGNMENT

This Agreement represents the entire agreement between the parties and all prior negotiations and representations are hereby expressly excluded from this Agreement. This Agreement may be amended only by written agreement of both parties. This Agreement may not be assigned without the prior written consent of the other party.

XVII. SEVERABILITY AND SAVINGS CLAUSE

Each section and each subdivision of a section of this Agreement is hereby declared to be independent of every other section or subdivision of a section so far as inducement for the acceptance of this Agreement and invalidity of any section or subdivision of a section of this Agreement shall not invalidate any other section or subdivision of a section thereof.

XVIII. HEALTH AND IMMUNIZATION STATUS

UNMC shall provide written documentation to the City upon request that each student participating in the Program meet the City's standards regarding health and immunization status. The documentation shall guarantee to the City that each student has received at least mumps,

measles, rubella, and tetanus immunizations. The documentation shall also include the students' TB screening, Varicella immune status, and if the student has received a Hepatitis vaccination or a copy of the student's refusal. If a student refuses to allow UNMC to distribute the student's health information, the City shall decide if the student will be allowed to participate in UNMC.

UNMC shall further offer to each student information regarding the Hepatitis B Vaccine and the opportunity to voluntarily obtain the Hepatitis B Vaccine prior to commencing clinical education experiences.

XIX. PRIVACY

The City is not a "covered entity" for purposes of HIPAA, however, UNMC agrees that it will treat patient information in a manner consistent with HIPAA's requirements for Protected Health Information (PHI). Specifically, UNMC agrees that it shall:

- A. Use appropriate safeguards to prevent misuse or inappropriate disclosure of patient information;
- B. Make patient information available to patients in a manner not inconsistent with HIPAA;
- C. Require all employees to comply with such restrictions;
- D. Require all students to sign LLCHD's Confidentiality Statement;
- E. Report any improper use or disclosure of patient information immediately to the City.

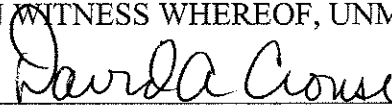
XX. TRADE PRACTICES WARRANTY

UNMC warrants to the City that the services to be performed under this Agreement shall be in accordance with accepted and established practices and procedures recognized as such in UNMC's trade in general and that UNMC's services shall conform to the requirements of this Agreement.

XXI. CAPACITY

The undersigned person representing UNMC does hereby agree and represent that he or she is legally capable to sign this Agreement and to lawfully bind UNMC to this Agreement.

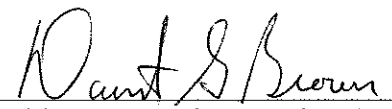
IN WITNESS WHEREOF, UNMC and the City do hereby execute this Agreement.



David A. Crouse, Ph.D.
Associate Vice Chancellor for
Academic Affairs
University of Nebraska Medical Center

12-2-08

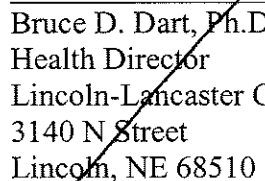
Date of Signature



David Brown, B.S., M.L.S., Ph.D.
Executive Associate Dean, 102 College of Dentistry
University of Nebraska Medical Center
40th and Holdrege Streets
Lincoln, NE 68583

21 Nov 08

Date of Signature



Bruce D. Dart, Ph.D.
Health Director
Lincoln-Lancaster County Health Dept.
3140 N Street
Lincoln, NE 68510

Date of Execution

Chris Beutler
Mayor of Lincoln
555 South 10th Street
Lincoln, NE 68508

Date of Signature

September 30, 2008

City of Lincoln, Nebraska
Attn: Tonya Skinner, Asst. City Attorney
575 S. Tenth St., Ste. 4201
Lincoln, NE 68508

Re: City of Lincoln

Dear Ms. Skinner:

Please be advised that for purposes of providing coverage for general liability exposures resulting from negligent acts, errors or omissions of the University of Nebraska its officers, agents, employees, and students in training, the University of Nebraska does purchase excess insurance coverage under a policy of insurance but is "self-insured" for a portion of any loss as authorized by Neb. Rev. Stat. 85-1,126. After a self-insured retention of \$1,000,000 per occurrence, the University of Nebraska has a excess general liability insurance policy.

The University of Nebraska maintains specific funds in its General Risk-Loss Trust, as authorized by Neb. Rev. Stat. 85-1,126, to pay losses and expenses incurred by the University resulting from negligent acts, errors or omissions of the University, its officers, agents, employees, and students in training up to \$1,000,000 per occurrence and \$3,000,000 annual aggregate.

Even though the University of Nebraska is responsible for a large self-insured retention, it nevertheless recognizes and reaffirms its responsibility to accept liability for damages, and to pay such damages from its General Risk-Loss Trust, in those instances where insurance would otherwise have provided coverage, and where a claim is properly filed in accordance with the requirements of the Nebraska State Tort Claims Act or other applicable law.

Sincerely,



Amy Lamer
Coordinator
UNMC Risk Management